by listeners for meals went as admission price for the music. The two cases seem correct and reconcilable.

TRUSTS — RESULTING TRUSTS — WANT OF CONSIDERATION AS A GROUND FOR RESULTING TRUST IN FAVOR OF GRANTOR. — A church congregation agreed to deed the church property to the trustees of presbytery in consideration of the assumption of a mortgage, with the privilege of redemption, and the use of the church by the grantor congregation. The deed did not specify the assumption, and was on its face absolute. *Held*, the grantee held in resulting trust. *Deutsche Presbyterische Kirche* v. *Trustees of Elizabeth Presbytery*, 104 Atl. 642 (N. J.).

In the absence of unusual circumstances the prevailing American rule is that where land is conveyed by an absolute deed, with an oral agreement to hold in trust for the grantor, such agreement is unenforceable, either because contrary to the Statute of Frauds or the parol-evidence rule. *Turner* v. *McKown*, 242 Pa. St. 565, 89 Atl. 797; *Revel* v. *Albert*, 162 N. W. 595 (Ia.); *Crawford* v. *Workman*, 64 W. Va. 19, 61 S. E. 322. The English courts, however, impose a constructive trust on the grantee to prevent unjust enrichment of the grantee at the expense of the grantor. *Rochefoucauld* v. *Boustead* (1897), 1 Ch. 196. For the same reason in both England and the United States the courts treat a deed absolute on its face as a mortgage, if the parties intended it to be such. *Donlon* v. *Maley*, 60 Ind. App. 25, 110 N. E. 92; *Voris* v. *Robbins*, 52 Okla. 671, 153 Pac. 120. Logically there is no difference between an oral agreement to hold by way of mortgage or trust, and the principal case, in recognizing such and in following the English rule as to oral agreements to hold in trust, is sound.

TRUSTS — SPENDTHRIFT TRUST CREATED BY THE *CESTUI*: WHETHER GOOD AGAINST CREDITORS. — A conveyed his property to a trustee in trust for himself for life with remainder in trust for his wife and children subject to his changing the remainder by will. He further provided that the trust property and income should not be liable for his future debts. Suit by the present plaintiff, a creditor, went to judgment and execution was levied against the trustee as garnishee. *Held*, the property is liable to the plaintiff's claim. *Benedict* v. *Benedict*, 104 Atl. 581 (Pa.).

The authorities are in great conflict as to the validity of spendthrift trusts. *Broadway Nat. Bank* v. *Adams*, 133 Mass. 170; *Nichols* v. *Eaton*, 91 U. S. 716; *Bramhall* v. *Ferris*, 14 N. Y. 41. *Contra*, *Brandon* v. *Robinson*, 18 Ves. Jr. 429; *Tillinghast* v. *Bradford*, 5 R. I. 205; *Honaker* v. *Duff*, 101 Va. 675, 44 S. E. 900. But even where spendthrift trusts are allowed, where the beneficiary is also the grantor of the spendthrift trust, it has been held fraudulent as to subsequent creditors. But such cases are limited to instances where the donor also reserves to himself the right to change at any time the beneficiaries of the remainder. The view being taken is, that the donor has reserved to himself all the rights of ownership, but so transferred the property as to free it from the liabilities of ownership. *Scott* v. *Keane*, 87 Md. 709, 40 Atl. 1070; *Ghormley* v. *Smith*, 139 Pa. St. 584, 21 Atl. 135. But where the donor has definitely and conclusively given away the remainder while creating the trust, the courts allow the subsequent creditors to proceed merely against the life interest, the property of the donor-beneficiary. *Jackson* v. *Sezdlitz*, 136 Mass. 342; *Schenck* v. *Barnes*, 156 N. Y. 36, 50 N. E. 967. This view is quite logical, for since a man having no debts can give away all his property directly, he should be able to do so by the trust arrangement, even though the part of the trust referring to his life estate misfires.